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FILED

AUG 21 2008

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

ADR  
BZ

C08-04002

1 Jack R. Nelson (SBN 111863)  
Theodore T. Ting (SBN 191163)  
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8 Attorneys for Defendant Wachovia Mortgage, FSB

9 UNITED STATES DISTRICT COURT

10 NORTHERN DISTRICT OF CALIFORNIA

11 JOSE JESUS GARCIA, an individual, and  
12 CARMEN GARCIA, an individual,

13 Plaintiffs,

14 vs.

15 WACHOVIA, entity unknown, and DOES 1  
through 20,

16 Defendant.

Case No.

Formerly Alameda Superior Court Case No.  
HG08398971

**DECLARATION OF KATHY RANSOM IN  
SUPPORT OF DEFENDANT WACHOVIA  
MORTGAGE, FSB'S NOTICE OF  
REMOVAL**

17  
18 I, Kathy Ransom, declare,

19  
20 1. I am a Vice President at Wachovia Mortgage, FSB, formerly known as World  
21 Savings Bank, FSB (collectively, "Wachovia") and work in the Title Resolution Department. I have  
22 reviewed and am familiar with the regularly maintained business records of World relating to  
23 Plaintiff Jose Garcia's loans with World, designated as loan number 0046004420, 0046004081 and  
24 0046018727 (the "Loans"). I make the following declaration of my own knowledge and, if called as  
25 a witness, I could and would testify to the same.

26  
27 2. Attached as Exhibit A are true and correct copies of the Notes related to Mr.  
28 Garcia's Loans. Wachovia funded the Loans in May 2007. Since May of 2007, Mr. Garcia has

REED SMITH LLP


A limited liability partnership formed in the State of Delaware

1 made interest payments on the Loans amounting to \$40,826.95 (loan no. 0046004420), \$25,637.71  
2 (loan no. 0046004081) and \$28,742.02 (loan no. 0046018727).

3  
4 3. In addition to the interest payments Mr. Garcia made on the Loans, he paid  
5 various loan related fees at closing. Attached as Exhibit B are true and correct copies of the  
6 Settlement Statements associated with the Loans. As these documents indicate, Mr. Garcia paid  
7 over \$5,748, \$6,733 and \$5,593, respectively, in loan related fees.

8  
9 I declare under the penalty of perjury under the laws of the United States of America that the  
10 foregoing is true and correct.

11  
12 DATED: August 20, 2008.

13 By   
14 Sharon Mason  
15 Assistant Vice President  
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WORLD SAVINGS BANK, FSB

**FIXED RATE MORTGAGE NOTE  
PICK-A-PAYMENT<sup>sm</sup> LOAN**

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY MONTHLY PAYMENT AND MY UNPAID PRINCIPAL BALANCE MY MONTHLY PAYMENT INCREASES AND MY PRINCIPAL BALANCE INCREASES ARE LIMITED. THIS NOTE IS SECURED BY A SECURITY INSTRUMENT OF THE SAME DATE.

LOAN NUMBER 0046004081

DATE May 9, 2007

BORROWER(S) JOSE JESUS GARCIA, A MARRIED MAN sometimes called "Borrower" and sometimes simply called "I" or "me "

PROPERTY ADDRESS 623-631 S ELMHURST AVE, SAN LEANDRO, CA 94577

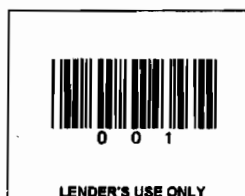
**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$292,000.00, called "Principal," plus interest, and any other charges incurred during the course of the loan, to the order of the Lender. The Lender is **WORLD SAVINGS BANK, FSB, a FEDERAL SAVINGS BANK, ITS SUCCESSORS AND/OR ASSIGNEES**, or anyone to whom this Note is transferred.

**2. INTEREST**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at the yearly rate of **8.300%**. Interest will be charged on the basis of a twelve month year and a thirty day month.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.



0046004081

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay Principal and interest by making payments every month

I will make my monthly payments on the **1st** day of each month beginning on **July 1, 2007**. I will make these payments every month until I have paid (i) all the Principal and interest, and (ii) any other charges described below that I may owe under this Note, and (iii) any charges that may be due under the Security Instrument. If, on **June 1, 2037**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **1901 HARRISON STREET, OAKLAND, CALIFORNIA 94612** or at a different place if required by notice from the Lender.

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$ **1,146.18**. This amount will change as described in Sections 3(C) and 3(D) below. My initial monthly payment amount was selected by me from a range of initial payment amounts approved by Lender and may not be sufficient to pay the entire amount of interest accruing on the unpaid Principal balance.

**(C) Payment Change Dates**

My monthly payment will change as required by Section 3(D) below beginning on the **1st** day of **July, 2008** and on that day every **12th** month thereafter until the **121st** month, which will be the final payment change. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 3(F) or 3(G) below requires me to pay a different amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date and as provided in Section 3(F) or 3(G) below.

**(D) Calculation of Payment Changes**

Subject to Sections 3(F) and 3(G), on the Payment Change Date my monthly payment may be changed to an amount sufficient to pay the unpaid principal balance together with interest, including any deferred interest as described in Section 3(E) below, by the Maturity Date. However, the amount by which my payment can be increased will not be more than 7-1/2% of the then existing Principal and interest payment. This 7-1/2% limitation is called the "Payment Cap." The Lender will perform this Payment Change calculation at least 60 but not more than 90 days before the Payment Change Date.

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0046004081

**(E) Deferred Interest, Additions to My Unpaid Principal**

From time to time, my monthly payments may be insufficient to pay the total amount of monthly interest that is due. If this occurs, the amount of interest that is not paid each month, called "Deferred Interest," will be added to my Principal and will accrue interest at the same rate as the Principal.

**(F) Limit on My Unpaid Principal: Increased Monthly Payment**

My unpaid principal balance can never exceed **125%** of the Principal I originally borrowed, called "Principal Balance Cap." If, as a result of the addition of deferred interest to my unpaid principal balance, the Principal Balance Cap limitation would be exceeded on the date that my monthly payment is due, I will instead pay a new monthly payment. Notwithstanding Sections 3(C) and 3(D) above, I will pay a new monthly payment which is equal to an amount that will be sufficient to repay my then unpaid principal balance in full on the Maturity Date together with interest, in substantially equal payments.

**(G) Final Payment Change**

On the **10th** Payment Change Date my monthly payment will be calculated as described in Section 3(D) above except that the Payment Cap limitation will not apply.

**(H) Notice of Payment Changes**

The Lender will deliver or mail to me a notice of any changes in the amount of my monthly payment, called "Payment Change Notice," before each Payment Change Date.

**4. FAILURE TO MAKE ADJUSTMENTS**

If for any reason Lender fails to make an adjustment to the payment amount as described in this Note, regardless of any notice requirement, I agree that Lender may, upon discovery of such failure, then make the adjustments as if they had been made on time. I also agree not to hold Lender responsible for any damages to me which may result from Lender's failure to make the adjustment and to let the Lender, at its option, apply any excess monies which I may have paid to partial prepayment of unpaid Principal.

**5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal before it is due is called a "Prepayment". When I make a Prepayment, I will tell the Lender in writing that I am doing so. The Lender may require that any partial Prepayments be made on the date my regularly scheduled payments are due. If I make a partial Prepayment, there will be no changes in the due dates or amount of my regularly scheduled payments unless the Lender agrees to those changes in writing. I may pay deferred interest on this Note at any time without charge and such payment will not be considered a "Prepayment" of Principal. During the first 3 years of the loan term if I make one or more Prepayments that, in the aggregate, exceed \$5,000 in any calendar month, I must pay a prepayment charge equal to 2% of the amount such Prepayments exceed \$5,000 in that calendar month. After the first 3 years of the loan term, I may make a full or partial Prepayment without paying any prepayment charge.

**6. MAXIMUM LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Lender has not received the full amount of any monthly payment by the end of **10** calendar days after the date it is due, I will pay a late charge to the Lender. The amount of the charge will be **6.00%** of my overdue payment of Principal and interest. I will pay this late charge promptly but only once on each late payment.

0046004081

**(B) Default**

I will be in default if (i) I do not pay the full amount of each monthly payment on the date it is due, or (ii) I fail to perform any of my promises or agreements under this Note or the Security Instrument, or (iii) any statement made in my application for this loan was materially false or misleading or if any statement in my application for this loan was materially false or misleading by reason of my omission of certain facts, or (iv) I have made any other statement to Lender in connection with this loan that is materially false or misleading

**(C) Notice of Default**

If I am in default, the Lender may send me a written notice, called "Notice of Default," telling me that if I do not pay the overdue amount by a certain date, the Lender may require me to pay immediately the amount of Principal which has not been paid and all the interest that I owe on that amount, plus any other amounts due under the Security Instrument

**(D) No Waiver by Lender**

Even if, at a time when I am in default, the Lender does not require me to pay immediately in full as described above, the Lender will still have the right to do so if I am in default at a later time

**(E) Payment of Lender's Costs and Expenses**

The Lender will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorneys' fees and court costs

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me or any Borrower at **454 DOLORES AVE, SAN LEANDRO, CA 94577-5010**, or at a single alternative address if I give the Lender notice of my alternative address. I may give notice to Lender of a change in my address in writing or by calling Lender's customer service telephone number provided on my billing statement. I may designate only one mailing address at a time for notification purposes

Except as permitted above for changes of address, any notice that must be given to the Lender under this Note will be given by mailing it by first class mail to the Lender at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who takes over these obligations is also obligated to keep all of the promises made in this Note. The Lender may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment, notice of dishonor, notice of acceleration, and protest. "Presentment" means the right to require the Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require the Lender to give notice to other persons that amounts due have not been paid

**11. SECURED NOTE - ACCELERATION**

In addition to the protections given to the Lender under this Note, the Security Instrument dated the same date as this Note gives the Lender security against which it may proceed if I do not keep the promises which I made in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note and includes the following Paragraph 26:

**AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED**

Acceleration of Payment of Sums Secured. Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me



0046004081

**12. GOVERNING LAW; SEVERABILITY**

This Note shall be governed by and construed under federal law and federal rules and regulations including those for federally chartered savings institutions, called "Federal Law." In the event that any of the terms or provisions of this Note are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Note

**13. CLERICAL ERRORS**

In the event the Lender at any time discovers that this Note or the Security Instrument or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from the Lender, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold the Lender responsible for any damage to me which may result from any such error

**14. LOST, STOLEN OR MUTILATED DOCUMENTS**

If any of the Loan Documents are lost, stolen, mutilated or destroyed and the Lender delivers to me an indemnification in my favor, signed by the Lender, then I will sign and deliver to the Lender a Loan Document identical in form and content which will have the effect of the original for all purposes

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0046004081

**SIGNATURE PAGE**

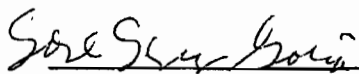
**NOTICE TO BORROWER(S):**

**BY SIGNING THIS NOTE YOU AGREE TO PAY A PREPAYMENT CHARGE IN CERTAIN CIRCUMSTANCES. PLEASE CAREFULLY READ THIS ENTIRE NOTE (INCLUDING THE PREPAYMENT PROVISION) BEFORE YOU SIGN IT.**

**WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED**

**(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)**

**BORROWER(S):**

 \_\_\_\_\_ (Seal)  
**JOSE JESUS GARCIA**

WORLD SAVINGS BANK, FSB

**FIXED RATE MORTGAGE NOTE**  
**PICK-A-PAYMENT<sup>SM</sup> LOAN**

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY MONTHLY PAYMENT AND MY UNPAID PRINCIPAL BALANCE. MY MONTHLY PAYMENT INCREASES AND MY PRINCIPAL BALANCE INCREASES ARE LIMITED. THIS NOTE IS SECURED BY A SECURITY INSTRUMENT OF THE SAME DATE.

LOAN NUMBER **0046004420**

DATE **May 10, 2007**

BORROWER(S) **JOSE JESUS GARCIA, A MARRIED MAN** sometimes called "Borrower" and sometimes simply called "I" or "me "

PROPERTY ADDRESS **9114-9126 A STREET, OAKLAND, CA 94603**

**1 BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U S **\$483,500.00** , called "Principal," plus interest, and any other charges incurred during the course of the loan, to the order of the Lender. The Lender is **WORLD SAVINGS BANK, FSB, a FEDERAL SAVINGS BANK, ITS SUCCESSORS AND/OR ASSIGNEES**, or anyone to whom this Note is transferred

**2. INTEREST**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at the yearly rate of **8.300%**. Interest will be charged on the basis of a twelve month year and a thirty day month.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.



0046004420

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay Principal and interest by making payments every month

I will make my monthly payments on the **1st** day of each month beginning on **July 1, 2007** I will make these payments every month until I have paid (i) all the Principal and interest, and (ii) any other charges described below that I may owe under this Note, and (iii) any charges that may be due under the Security Instrument If, on **June 1, 2037**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date "

I will make my monthly payments at **1901 HARRISON STREET, OAKLAND, CALIFORNIA 94612** or at a different place if required by notice from the Lender

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$ **1,897.87** This amount will change as described in Sections 3(C) and 3(D) below My initial monthly payment amount was selected by me from a range of initial payment amounts approved by Lender and may not be sufficient to pay the entire amount of interest accruing on the unpaid Principal balance

**(C) Payment Change Dates**

My monthly payment will change as required by Section 3(D) below beginning on the **1st** day of **July, 2008** and on that day every **12th** month thereafter until the **121st** month, which will be the final payment change Each of these dates is called a "Payment Change Date " My monthly payment will also change at any time Section 3(F) or 3(G) below requires me to pay a different amount

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date and as provided in Section 3(F) or 3(G) below

**(D) Calculation of Payment Changes**

Subject to Sections 3(F) and 3(G), on the Payment Change Date my monthly payment may be changed to an amount sufficient to pay the unpaid principal balance together with interest, including any deferred interest as described in Section 3(E) below, by the Maturity Date However, the amount by which my payment can be increased will not be more than 7-1/2% of the then existing Principal and interest payment This 7-1/2% limitation is called the "Payment Cap " The Lender will perform this Payment Change calculation at least 60 but not more than 90 days before the Payment Change Date

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0046004420

**(E) Deferred Interest; Additions to My Unpaid Principal**

From time to time, my monthly payments may be insufficient to pay the total amount of monthly interest that is due. If this occurs, the amount of interest that is not paid each month, called "Deferred Interest," will be added to my Principal and will accrue interest at the same rate as the Principal.

**(F) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid principal balance can never exceed **125%** of the Principal I originally borrowed, called "Principal Balance Cap." If, as a result of the addition of deferred interest to my unpaid principal balance, the Principal Balance Cap limitation would be exceeded on the date that my monthly payment is due, I will instead pay a new monthly payment. Notwithstanding Sections 3(C) and 3(D) above, I will pay a new monthly payment which is equal to an amount that will be sufficient to repay my then unpaid principal balance in full on the Maturity Date together with interest, in substantially equal payments.

**(G) Final Payment Change**

On the **10th** Payment Change Date my monthly payment will be calculated as described in Section 3(D) above except that the Payment Cap limitation will not apply.

**(H) Notice of Payment Changes**

The Lender will deliver or mail to me a notice of any changes in the amount of my monthly payment, called "Payment Change Notice," before each Payment Change Date.

**4. FAILURE TO MAKE ADJUSTMENTS**

If for any reason Lender fails to make an adjustment to the payment amount as described in this Note, regardless of any notice requirement, I agree that Lender may, upon discovery of such failure, then make the adjustments as if they had been made on time. I also agree not to hold Lender responsible for any damages to me which may result from Lender's failure to make the adjustment and to let the Lender, at its option, apply any excess monies which I may have paid to partial prepayment of unpaid Principal.

**5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal before it is due is called a "Prepayment". When I make a Prepayment, I will tell the Lender in writing that I am doing so. The Lender may require that any partial Prepayments be made on the date my regularly scheduled payments are due. If I make a partial Prepayment, there will be no changes in the due dates or amount of my regularly scheduled payments unless the Lender agrees to those changes in writing. I may pay deferred interest on this Note at any time without charge and such payment will not be considered a "Prepayment" of Principal. During the first 3 years of the loan term if I make one or more Prepayments that, in the aggregate, exceed \$5,000 in any calendar month, I must pay a prepayment charge equal to 2% of the amount such Prepayments exceed \$5,000 in that calendar month. After the first 3 years of the loan term, I may make a full or partial Prepayment without paying any prepayment charge.

**6. MAXIMUM LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Lender has not received the full amount of any monthly payment by the end of **10** calendar days after the date it is due, I will pay a late charge to the Lender. The amount of the charge will be **6.00%** of my overdue payment of Principal and interest. I will pay this late charge promptly but only once on each late payment.

0046004420

**(B) Default**

I will be in default if (i) I do not pay the full amount of each monthly payment on the date it is due, or (ii) I fail to perform any of my promises or agreements under this Note or the Security Instrument, or (iii) any statement made in my application for this loan was materially false or misleading or if any statement in my application for this loan was materially false or misleading by reason of my omission of certain facts, or (iv) I have made any other statement to Lender in connection with this loan that is materially false or misleading

**(C) Notice of Default**

If I am in default, the Lender may send me a written notice, called "Notice of Default," telling me that if I do not pay the overdue amount by a certain date, the Lender may require me to pay immediately the amount of Principal which has not been paid and all the interest that I owe on that amount, plus any other amounts due under the Security Instrument

**(D) No Waiver by Lender**

Even if, at a time when I am in default, the Lender does not require me to pay immediately in full as described above, the Lender will still have the right to do so if I am in default at a later time

**(E) Payment of Lender's Costs and Expenses**

The Lender will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorneys' fees and court costs

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me or any Borrower at **454 DOLORES AVE, SAN LEANDRO, CA 94577-5010**, or at a single alternative address if I give the Lender notice of my alternative address. I may give notice to Lender of a change in my address in writing or by calling Lender's customer service telephone number provided on my billing statement. I may designate only one mailing address at a time for notification purposes.

Except as permitted above for changes of address, any notice that must be given to the Lender under this Note will be given by mailing it by first class mail to the Lender at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who takes over these obligations is also obligated to keep all of the promises made in this Note. The Lender may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment, notice of dishonor, notice of acceleration, and protest. "Presentment" means the right to require the Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require the Lender to give notice to other persons that amounts due have not been paid.

**11. SECURED NOTE - ACCELERATION**

In addition to the protections given to the Lender under this Note, the Security Instrument dated the same date as this Note gives the Lender security against which it may proceed if I do not keep the promises which I made in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note and includes the following Paragraph 26:

**AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED**

**Acceleration of Payment of Sums Secured.** Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

0046004420

**12. GOVERNING LAW; SEVERABILITY**

This Note shall be governed by and construed under federal law and federal rules and regulations including those for federally chartered savings institutions, called "Federal Law." In the event that any of the terms or provisions of this Note are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Note

**13. CLERICAL ERRORS**

In the event the Lender at any time discovers that this Note or the Security Instrument or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from the Lender, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold the Lender responsible for any damage to me which may result from any such error

**14 LOST, STOLEN OR MUTILATED DOCUMENTS**

If any of the Loan Documents are lost, stolen, mutilated or destroyed and the Lender delivers to me an indemnification in my favor, signed by the Lender, then I will sign and deliver to the Lender a Loan Document identical in form and content which will have the effect of the original for all purposes

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**THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS**

0046004420

**SIGNATURE PAGE**

**NOTICE TO BORROWER(S):**

**BY SIGNING THIS NOTE YOU AGREE TO PAY A PREPAYMENT CHARGE IN CERTAIN CIRCUMSTANCES. PLEASE CAREFULLY READ THIS ENTIRE NOTE (INCLUDING THE PREPAYMENT PROVISION) BEFORE YOU SIGN IT.**

**WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED**

**(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)**

**BORROWER(S):**

  
\_\_\_\_\_  
JOSE JESUS GARCIA (Seal)



WORLD SAVINGS BANK, FSB

**FIXED RATE MORTGAGE NOTE**  
**PICK-A-PAYMENT<sup>SM</sup> LOAN**

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY MONTHLY PAYMENT AND MY UNPAID PRINCIPAL BALANCE. MY MONTHLY PAYMENT INCREASES AND MY PRINCIPAL BALANCE INCREASES ARE LIMITED. THIS NOTE IS SECURED BY A SECURITY INSTRUMENT OF THE SAME DATE.

LOAN NUMBER **0046018727**

DATE **May 9, 2007**

BORROWER(S) **JOSE JESUS GARCIA, A MARRIED MAN** sometimes called "Borrower" and sometimes simply called "I" or "me"

PROPERTY ADDRESS **454 DOLORES AVE, SAN LEANDRO, CA 94577-5010**

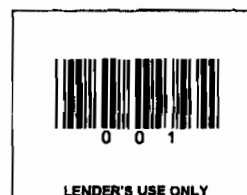
**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U S **\$335,000.00**, called "Principal," plus interest, and any other charges incurred during the course of the loan, to the order of the Lender. The Lender is **WORLD SAVINGS BANK, FSB, a FEDERAL SAVINGS BANK, ITS SUCCESSORS AND/OR ASSIGNEES**, or anyone to whom this Note is transferred.

**2. INTEREST**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at the yearly rate of **7.850%**. Interest will be charged on the basis of a twelve month year and a thirty day month.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.



0046018727

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay Principal and interest by making payments every month

I will make my monthly payments on the **1st** day of each month beginning on **July 1, 2007**. I will make these payments every month until I have paid (i) all the Principal and interest, and (ii) any other charges described below that I may owe under this Note, and (iii) any charges that may be due under the Security Instrument. If, on **June 1, 2037**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **1901 HARRISON STREET, OAKLAND, CALIFORNIA 94612** or at a different place if required by notice from the Lender.

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$ **1,229.87**. This amount will change as described in Sections 3(C) and 3(D) below. My initial monthly payment amount was selected by me from a range of initial payment amounts approved by Lender and may not be sufficient to pay the entire amount of interest accruing on the unpaid Principal balance.

**(C) Payment Change Dates**

My monthly payment will change as required by Section 3(D) below beginning on the **1st** day of **July, 2008** and on that day every **12th** month thereafter until the **121st** month, which will be the final payment change. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 3(F) or 3(G) below requires me to pay a different amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date and as provided in Section 3(F) or 3(G) below.

**(D) Calculation of Payment Changes**

Subject to Sections 3(F) and 3(G), on the Payment Change Date my monthly payment may be changed to an amount sufficient to pay the unpaid principal balance together with interest, including any deferred interest as described in Section 3(E) below, by the Maturity Date. However, the amount by which my payment can be increased will not be more than 7-1/2% of the then existing Principal and interest payment. This 7-1/2% limitation is called the "Payment Cap." The Lender will perform this Payment Change calculation at least 60 but not more than 90 days before the Payment Change Date.

o

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**(E) Deferred Interest; Additions to My Unpaid Principal**

From time to time, my monthly payments may be insufficient to pay the total amount of monthly interest that is due. If this occurs, the amount of interest that is not paid each month, called "Deferred Interest," will be added to my Principal and will accrue interest at the same rate as the Principal.

**(F) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid principal balance can never exceed **125%** of the Principal I originally borrowed, called "Principal Balance Cap." If, as a result of the addition of deferred interest to my unpaid principal balance, the Principal Balance Cap limitation would be exceeded on the date that my monthly payment is due, I will instead pay a new monthly payment. Notwithstanding Sections 3(C) and 3(D) above, I will pay a new monthly payment which is equal to an amount that will be sufficient to repay my then unpaid principal balance in full on the Maturity Date together with interest, in substantially equal payments.

**(G) Final Payment Change**

On the **10th** Payment Change Date my monthly payment will be calculated as described in Section 3(D) above except that the Payment Cap limitation will not apply.

**(H) Notice of Payment Changes**

The Lender will deliver or mail to me a notice of any changes in the amount of my monthly payment, called "Payment Change Notice," before each Payment Change Date.

**4. FAILURE TO MAKE ADJUSTMENTS**

If for any reason Lender fails to make an adjustment to the payment amount as described in this Note, regardless of any notice requirement, I agree that Lender may, upon discovery of such failure, then make the adjustments as if they had been made on time. I also agree not to hold Lender responsible for any damages to me which may result from Lender's failure to make the adjustment and to let the Lender, at its option, apply any excess monies which I may have paid to partial prepayment of unpaid Principal.

**5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal before it is due is called a "Prepayment". When I make a Prepayment, I will tell the Lender in writing that I am doing so. The Lender may require that any partial Prepayments be made on the date my regularly scheduled payments are due. If I make a partial Prepayment, there will be no changes in the due dates or amount of my regularly scheduled payments unless the Lender agrees to those changes in writing. I may pay deferred interest on this Note at any time without charge and such payment will not be considered a "Prepayment" of Principal. During the first 3 years of the loan term if I make one or more Prepayments that, in the aggregate, exceed \$5,000 in any calendar month, I must pay a prepayment charge equal to 2% of the amount such Prepayments exceed \$5,000 in that calendar month. After the first 3 years of the loan term, I may make a full or partial Prepayment without paying any prepayment charge.

**6. MAXIMUM LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Lender has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Lender. The amount of the charge will be **5.00%** of my overdue payment of Principal and interest. I will pay this late charge promptly but only once on each late payment.

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**(B) Default**

I will be in default if (i) I do not pay the full amount of each monthly payment on the date it is due, or (ii) I fail to perform any of my promises or agreements under this Note or the Security Instrument, or (iii) any statement made in my application for this loan was materially false or misleading or if any statement in my application for this loan was materially false or misleading by reason of my omission of certain facts, or (iv) I have made any other statement to Lender in connection with this loan that is materially false or misleading

**(C) Notice of Default**

If I am in default, the Lender may send me a written notice, called "Notice of Default," telling me that if I do not pay the overdue amount by a certain date, the Lender may require me to pay immediately the amount of Principal which has not been paid and all the interest that I owe on that amount, plus any other amounts due under the Security Instrument

**(D) No Waiver by Lender**

Even if, at a time when I am in default, the Lender does not require me to pay immediately in full as described above, the Lender will still have the right to do so if I am in default at a later time

**(E) Payment of Lender's Costs and Expenses**

The Lender will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorneys' fees and court costs

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me or any Borrower at **454 DOLORES AVE, SAN LEANDRO, CA 94577-5010**, or at a single alternative address if I give the Lender notice of my alternative address. I may give notice to Lender of a change in my address in writing or by calling Lender's customer service telephone number provided on my billing statement. I may designate only one mailing address at a time for notification purposes

Except as permitted above for changes of address, any notice that must be given to the Lender under this Note will be given by mailing it by first class mail to the Lender at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who takes over these obligations is also obligated to keep all of the promises made in this Note. The Lender may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment, notice of dishonor, notice of acceleration, and protest. "Presentment" means the right to require the Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require the Lender to give notice to other persons that amounts due have not been paid

**11. SECURED NOTE - ACCELERATION**

In addition to the protections given to the Lender under this Note, the Security Instrument dated the same date as this Note gives the Lender security against which it may proceed if I do not keep the promises which I made in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note and includes the following Paragraph 26:

**AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED**

**Acceleration of Payment of Sums Secured.** Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me

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**12. GOVERNING LAW; SEVERABILITY**

This Note shall be governed by and construed under federal law and federal rules and regulations including those for federally chartered savings institutions, called "Federal Law." In the event that any of the terms or provisions of this Note are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Note

**13. CLERICAL ERRORS**

In the event the Lender at any time discovers that this Note or the Security Instrument or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon Notice from the Lender, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold the Lender responsible for any damage to me which may result from any such error

**14. LOST, STOLEN OR MUTILATED DOCUMENTS**

If any of the Loan Documents are lost, stolen, mutilated or destroyed and the Lender delivers to me an indemnification in my favor, signed by the Lender, then I will sign and deliver to the Lender a Loan Document identical in form and content which will have the effect of the original for all purposes

**THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS**

0046018727

**SIGNATURE PAGE**

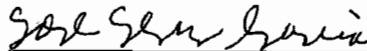
**NOTICE TO BORROWER(S):**

**BY SIGNING THIS NOTE YOU AGREE TO PAY A PREPAYMENT CHARGE IN CERTAIN CIRCUMSTANCES. PLEASE CAREFULLY READ THIS ENTIRE NOTE (INCLUDING THE PREPAYMENT PROVISION) BEFORE YOU SIGN IT.**

**WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED**

**(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)**

**BORROWER(S):**



(Seal)

**JOSE JESUS GARCIA**





(Page 1 of 4)

OMB Approval No. 2502-0265

| A. Settlement Statement  |            | B. Type of Loan   |  |
|--|------------|---|--|
| <b>First American Title Company</b><br><b>Final Statement</b>  |            | 1-5. Loan Type Conv. Ins.   |  |
|  |            | 6. File Number 0104-2768693   |  |
|  |            | 7. Loan Number 0046094081   |  |
|  |            | 8. Mortgage Insurance Case Number   |  |
| C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown, items marked "POC" were paid outside this closing. They are shown here for informational purposes and are not included in the totals. |            |   |  |
| D. Name of Borrower: Jose Jesus Garcia, Carmen S. Garcia<br>454 Dolores Avenue, San Leandro, CA 94577-5010   |            |   |  |
| E. Name of Seller:   |            |   |  |
| F. Name of Lender: World Savings<br>4101 Wiseman Blvd., Building 108<br>San Antonio, TX 78251-4200   |            |   |  |
| G. Property Location: 623-631 Elmhurst Avenue, Oakland, CA 94603   |            |   |  |
| H. Settlement Agent: First American Title Company<br>Address: 2687 Castro Valley Boulevard, Castro Valley, CA 94546  |            | I. Settlement Date: 05/15/2007<br><br>Print Date: 05/14/2007, 10:38 PM<br><br>Disbursement Date: 05/15/2007 |  |
| Place of Settlement Address: 2687 Castro Valley Boulevard, Castro Valley, CA 94546   |            |   |  |
| J. Summary of Borrower's Transaction   |            | K. Summary of Seller's Transaction  |  |
| 100. Gross Amount Due From Borrower  |            | 400. Gross Amount Due To Seller   |  |
| 101 Contract Sales Price   |            | 401 Contract Sales Price  |  |
| 102 Personal Property  |            | 402 Personal Property   |  |
| 103 Settlement charges to borrower (line 1400)   | 9,381.20   | 403 Total Deposits  |  |
| 104 Supplemental Summary   | 248,506.92 | 404   |  |
| 105  |            | 405   |  |
| Adjustments for items paid by seller in advance  |            | Adjustments for items paid by seller in advance   |  |
| 106 City/town taxes  |            | 406 City/town taxes   |  |
| 107 County taxes   |            | 407 County taxes  |  |
| 108 Assessments  |            | 408 Assessments   |  |
| 109  |            | 409   |  |
| 110  |            | 410   |  |
| 111  |            | 411   |  |
| 112  |            | 412   |  |
| 113  |            | 413   |  |
| 114  |            | 414   |  |
| 115  |            | 415   |  |
| 120. Gross Amount Due From Borrower  | 257,888.12 | 420. Gross Amount Due To Seller   |  |
| 200. Amounts Paid By Or In Behalf of Borrower  |            | 500. Reductions in Amount Due to Seller   |  |
| 201 Deposit or earnest money   |            | 501 Excess deposit (see instructions)   |  |
| 202 Principal amount of new loan(s)  | 292,000.00 | 502 Settlement charges (line 1400)  |  |
| 203 Existing loan(s) taken subject   |            | 503 Existing loan(s) taken subject  |  |
| 204  |            | 504 Payoff of first mortgage loan   |  |
| 205  |            | 505 Payoff of second mortgage loan  |  |
| 206  |            | 506   |  |
| 207  |            | 507   |  |
| 208  |            | 508   |  |
| 209  |            | 509   |  |
| Adjustments for items unpaid by seller   |            | Adjustments for items unpaid by seller  |  |
| 210 City/town taxes  |            | 510 City/town taxes   |  |
| 211 County taxes   |            | 511 County taxes  |  |
| 212 Assessments  |            | 512 Assessments   |  |
| 213  |            | 513   |  |
| 214  |            | 514   |  |
| 215  |            | 515   |  |
| 216  |            | 516   |  |
| 217  |            | 517   |  |
| 218  |            | 518   |  |
| 219  |            | 519   |  |
| 220. Total Paid By/For Borrower  | 292,000.00 | 520. Total Reduction Amount Due Seller  |  |
| 300. Cash At Settlement From/To Borrower   |            | 600. Cash At Settlement To/From Seller  |  |
| 301. Gross amount due from Borrower (line 120)   | 257,888.12 | 601. Gross amount due to Seller (line 420)  |  |
| 302. Less amounts paid by/for Borrower (line 220)  | 292,000.00 | 602. Less reductions in amounts due to Seller (line 520)  |  |
| 303. Cash ( From ) ( X To ) Borrower   | 34,111.88  | 603.  |  |

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Date 5-15-07

(Page 2 of 4)

\* See Supplemental Page for details

File No 0104-2768693

| L Settlement Charges   |                |            |
|--|----------------|------------|
| 700 Total Sales/Broker's Commission based on price                                       | Paid From      | Paid From  |
| Division of Commission (line 700) as follows   | Borrower's     | Seller's   |
| 701  | Funds at       | Funds at   |
| 702  | Settlement     | Settlement |
| 703 Commission paid at Settlement  |                |            |
| 704  |                |            |
| 800 Items Payable in Connection with Loan  |                |            |
| 801 Loan Origination Fee   |                |            |
| 802 Loan Discount  |                |            |
| 803 Appraisal Fee - World Savings  | 425.00         |            |
| 804 Credit Report - CBC Companies, Equifax Information Serv                              | POC \$3.85     |            |
| 805 Lender's Inspection Fee  |                |            |
| 806 Mortgage Insurance Application Premium   |                |            |
| 807 Assumption Fee   |                |            |
| 808 Document Preparation Fee - World Savings   | 50.00          |            |
| 809 Tax Service Fee - First American Real Estate Tax Services                            | 61.00          |            |
| 810 Flood Initial Determination - First American Flood Data Services                     | 3.00           |            |
| 811 Processing Fee - World Savings   | 307.00         |            |
| 812 Flood Zone Ongoing Monitoring - First American Flood Data Services                   | 9.00           |            |
| 813 Funding - World Savings  | 50.00          |            |
| 814 Broker Fee Paid By Lender - AmeriWest Funding  | POC \$5,840.00 |            |
| Supplemental Summary   | 5,840.00       |            |
| 900 Items Required by Lender to be Paid in Advance                                       |                |            |
| 901 Interest 05/14/07 to 06/01/07 @ \$68 400000/day - World Savings                      | 1,195.20       |            |
| 902  |                |            |
| 903 Hazard Insurance Premium for   |                |            |
| 904  |                |            |
| 905  |                |            |
| Supplemental Summary   |                |            |
| 1000 Reserves Deposited with Lender  |                |            |
| 1001 Hazard Insurance  |                |            |
| 1002 Mortgage Insurance  |                |            |
| 1003 City Property Taxes   |                |            |
| 1004 County Property Taxes   |                |            |
| 1005 Annual assessments  |                |            |
| 1006   |                |            |
| 1007   |                |            |
| 1008 Aggregate Accounting Adjustment   |                |            |
| 1100 Title Charges   |                |            |
| 1101 Settlement or closing fee - First American Title Company                            | 350.00         |            |
| 1102 Abstract or title search  |                |            |
| 1103 Title examination   |                |            |
| 1104 Title Insurance Binder  |                |            |
| 1105 Document Fee  |                |            |
| 1106 Notary Fee  |                |            |
| 1107 Attorney Fee  |                |            |
| (includes above item numbers )   |                |            |
| 1108 Title Insurance - See supplemental page for breakdown of individual fees and payees | 912.00         |            |
| (includes above item numbers )   |                |            |
| 1109 Lender's coverage \$292,000.00 Premium \$912.00                                     |                |            |
| 1110 Owner's coverage \$0.00   |                |            |
| 1111 Special Messenger Service - First American Title Company                            | 30.00          |            |
| 1112 Wire Transfer Fee - First American Title Company                                    | 15.00          |            |
| 1113 Electronic Document Download (\$50/set) - First American Title Company              | 50.00          |            |
| 1114   |                |            |
| 1115   |                |            |
| 1116   |                |            |
| 1117   |                |            |
| 1200 Government Recording and Transfer Charges   |                |            |
| 1201 Recording fees Deed \$0.00 Mortgage \$64.00 Release \$0.00                          | 64.00          |            |
| 1202 City/county tax/stamps  |                |            |
| 1203 State tax/stamps  |                |            |
| 1204   |                |            |
| 1205   |                |            |
| 1206   |                |            |
| 1300 Additional Settlement Charges   |                |            |
| 1301 Survey fee  |                |            |
| 1302 Pest Inspection fee   |                |            |
| 1303 Notary/Signing Fee - First American Title Company                                   | 20.00          |            |
| 1304   |                |            |
| 1305   |                |            |
| 1306   |                |            |
| 1307   |                |            |
| 1308   |                |            |
| 1309   |                |            |
| 1310   |                |            |
| 1311   |                |            |
| 1312   |                |            |
| 1313   |                |            |
| 1314   |                |            |
| Supplemental Summary   |                |            |
| 1400 Total Settlement Charges (enter on lines 103, Section J and 502, Section K)         | 9,381.20       |            |

(Page 3 of 4)

|  |                                |
|--|--------------------------------|
| Supplemental Page<br>HUD-1 Settlement Statement  | File No.<br>0104-2768693       |
| First American Title Company<br>Final Statement  | Loan No.<br>0046004081         |
|  | Settlement Date:<br>05/15/2007 |
| Borrower Name & Address: Jose Jesus Garcia, Carmen S. Garcia<br>454 Dolores Avenue, San Leandro, CA 94577-5010 |                                |
| Seller Name & Address:   |                                |

| Section I. Settlement Charges continued                              |          | Paid From<br>Borrower's<br>Funds at<br>Settlement | Paid From<br>Seller's<br>Funds at<br>Settlement |
|--|----------|---|---|
| 800. Supplemental Summary  | 5,840.00 |   |   |
| 815) Mortgage Broker Fee 2% - AmerWest Funding                       |          | 5,840.00  |   |
| 1108. Supplemental Summary   | 912.00   |   |   |
| a) ALTA Extended Loan Policy 1992 - 1 - First American Title Company |          | 912.00  |   |
| 1201. Supplemental Summary   | 64.00    |   |   |
| a) Record Trust Deed - 1 - First American Title Company              |          | 64.00   |   |

| Section J. Summary of Borrower's Transaction continue                  |            |  | Borrower Charges | Borrower Credits |
|--|------------|--|------------------|------------------|
| 100. Gross Amount Due From Borrower                                    |            |  |                  |                  |
| 104. Supplemental Summary  | 248,506.92 |  |                  |                  |
| a) Principal Balance - CitiMortgage                                    |            |  | 248,406.92       |                  |
| Statement/Forwarding Fee   |            |  | 90.00            |                  |
| Recording Fee  |            |  | 10.00            |                  |
| 200. Amounts Paid By Or In Behalf of Borrower                          |            |  |                  |                  |
| The following Section is restated from the Settlement Statement Page 1 |            |  |                  |                  |
| 300. Cash At Settlement From/To Borrower                               |            | 600. Cash At Settlement To/From Seller                   |                  |                  |
| 301. Gross amount due from Borrower (line 120)                         | 257,888.12 | 601. Gross Amount due to Seller (line 420)               |                  |                  |
| 302. Less amounts paid by/for Borrower (line 220)                      | 292,000.00 | 601. Less reductions in amounts due to Seller (line 520) |                  |                  |
| 303. Cash ( From) (X To) Borrower                                      | 34,117.88  | 603.   |                  |                  |

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and distributions made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

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# **First American Title Company**

2687 Castro Valley Boulevard • Castro Valley, CA 94546

## ***Borrower's Final Settlement Statement***

**Property:** 623-631 Elmhurst Avenue, Oakland, CA 94603

**File No:** 0104-2768693

**Officer:** Ana Maria Cerda/DG

**New Loan No:** 0046004081

**Settlement Date:** 05/15/2007

**Disbursement Date:** 05/15/2007

**Print Date:** 5/14/2007, 10:39 PM

**Buyer:** Jose Jesus Garcia, Carmen S Garcia

**Address:** 454 Dolores Avenue, San Leandro, CA 94577-5010

**Seller:**

**Address:**

| Charge Description   | Borrower Charge   | Borrower Credit   |
|--|-------------------|-------------------|
| <b>New Loan(s):</b>  |                   |                   |
| Lender World Savings   |                   |                   |
| New Loan to File - World Savings   |                   | 292,000.00        |
| Interest on New Loan 05/14/07 to 06/01/07 @\$66 400000/day - World Savings | 1,195.20          |                   |
| Appraisal/Property Evaluation - World Savings                              | 425.00            |                   |
| Credit Report - CBC Companies, Equifax Information Servi                   | POC \$3.85        |                   |
| Document Preparation Fee - World Savings                                   | 50.00             |                   |
| Tax Service Fee - First American Real Estate Tax Services                  | 61.00             |                   |
| Flood Initial Determination - First American Flood Data Services           | 3.00              |                   |
| Processing Fee - World Savings   | 307.00            |                   |
| Flood Zone Ongoing Monitoring - First American Flood Data Services         | 9.00              |                   |
| Funding - World Savings  | 50.00             |                   |
| Mrtg Broker AmeriWest Funding  |                   |                   |
| Broker Fee Paid By Lender - AmeriWest Funding                              | POC \$5,840.00    |                   |
| Mortgage Broker Fee 2% - AmeriWest Funding                                 | 5,840.00          |                   |
| <b>Payoff Loan(s):</b>   |                   |                   |
| Lender CitiMortgage  |                   |                   |
| Principal Balance - CitiMortgage   | 248,406.92        |                   |
| Statement/Forwarding Fee - CitiMortgage                                    | 90.00             |                   |
| Recording Fee - CitiMortgage   | 10.00             |                   |
| <b>Title/Escrow Charges to:</b>  |                   |                   |
| Escrow Fee - First American Title Company                                  | 350.00            |                   |
| Special Messenger Service - First American Title Company                   | 30.00             |                   |
| ALTA Extended Loan Policy 1992 - 1 - First American Title Company          | 912.00            |                   |
| Wire Transfer Fee - First American Title Company                           | 15.00             |                   |
| Electronic Document Download (\$50/set) - First American Title Company     | 50.00             |                   |
| Notary/Signing Fee - First American Title Company                          | 20.00             |                   |
| Record Trust Deed - 1 - First American Title Company                       | 64.00             |                   |
| <b>Cash ( From) (X To) Borrower</b>  | <b>34,111.88</b>  |                   |
| <b>Totals</b>  | <b>292,000.00</b> | <b>292,000.00</b> |

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OMB Approval No. 2502-0265

| A. Settlement Statement  |            | B. Type of Loan   |  |
|--|------------|---|--|
| <b>First American Title Company</b><br><b>Final Statement</b>  |            | 1-5. Loan Type Conv. Ins.                               |  |
|  |            | 6. File Number 0104-2728579                             |  |
|  |            | 7. Loan Number 0046084420                               |  |
|  |            | 8. Mortgage Insurance Case Number                       |  |
| C. Note. This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown, items marked "(POC)" were paid outside this closing, they are shown here for informational purposes and are not included in the totals. |            |   |  |
| D. Name of Borrower: Jose Jesus Garcia, Carmen Garcia<br>454 Dolores Avenue, San Leandro, CA 94577   |            |   |  |
| E. Name of Seller:   |            |   |  |
| F. Name of Lender: World Savings<br>4101 Wiseman Blvd., Building 108<br>San Antonio, TX 78251-4200   |            |   |  |
| G. Property Location: 9114-9126 A Street, Oakland, CA 94603  |            |   |  |
| H. Settlement Agent: First American Title Company<br>Address: 2687 Castro Valley Boulevard, Castro Valley, CA 94546  |            | I. Settlement Date: 05/16/2007                          |  |
| Place of Settlement Address: 2687 Castro Valley Boulevard, Castro Valley, CA 94546   |            | Print Date: 05/15/2007, 9:54 PM                         |  |
|  |            | Disbursement Date: 05/16/2007                           |  |
| J. Summary of Borrower's Transaction   |            | K. Summary of Seller's Transaction                      |  |
| 100 Gross Amount Due From Borrower   |            | 400 Gross Amount Due To Seller                          |  |
| 101 Contract Sales Price   |            | 401 Contract Sales Price                                |  |
| 102 Personal Property  |            | 402 Personal Property                                   |  |
| 103 Settlement charges to borrower (line 1400)   | 9,370.15   | 403 Total Deposits                                      |  |
| 104 Supplemental Summary   | 472,309.90 | 404   |  |
| 105  |            | 405   |  |
| Adjustments for items paid by seller in advance  |            | Adjustments for items paid by seller in advance         |  |
| 106 City/town taxes  |            | 406 City/town taxes                                     |  |
| 107 County taxes   |            | 407 County taxes  |  |
| 108 Assessments  |            | 408 Assessments   |  |
| 109  |            | 409   |  |
| 110  |            | 410   |  |
| 111  |            | 411   |  |
| 112  |            | 412   |  |
| 113  |            | 413   |  |
| 114  |            | 414   |  |
| 115  |            | 415   |  |
| 120 Gross Amount Due From Borrower   | 481,680.05 | 420 Gross Amount Due To Seller                          |  |
| 200 Amounts Paid By Or In Behalf of Borrower   |            | 500 Reductions in Amount Due to Seller                  |  |
| 201 Deposit or earnest money   |            | 501 Excess deposit (see instructions)                   |  |
| 202 Principal amount of new loan(s)  | 483,500.00 | 502 Settlement charges (line 1400)                      |  |
| 203 Existing loan(s) taken subject   |            | 503 Existing loan(s) taken subject                      |  |
| 204  |            | 504 Payoff of first mortgage loan                       |  |
| 205  |            | 505 Payoff of second mortgage loan                      |  |
| 206  |            | 506   |  |
| 207  |            | 507   |  |
| 208  |            | 508   |  |
| 209  |            | 509   |  |
| Adjustments for items unpaid by seller   |            | Adjustments for items unpaid by seller                  |  |
| 210 City/town taxes  |            | 510 City/town taxes                                     |  |
| 211 County taxes   |            | 511 County taxes  |  |
| 212 Assessments  |            | 512 Assessments   |  |
| 213  |            | 513   |  |
| 214  |            | 514   |  |
| 215  |            | 515   |  |
| 216  |            | 516   |  |
| 217  |            | 517   |  |
| 218  |            | 518   |  |
| 219  |            | 519   |  |
| 220 Total Paid By/For Borrower   | 483,500.00 | 520 Total Reduction Amount Due Seller                   |  |
| 300 Cash At Settlement From/To Borrower  |            | 600 Cash At Settlement To/From Seller                   |  |
| 301 Gross amount due from Borrower (line 120)  | 481,680.05 | 601 Gross amount due to Seller (line 420)               |  |
| 302 Less amounts paid by/for Borrower (line 220)   | 483,500.00 | 602 Less reductions in amounts due to Seller (line 520) |  |
| 303 Cash ( From ) ( To ) Borrower  | 1,819.95   | 603   |  |
| The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.  |            |   |  |
| Settlement Agent: <i>[Signature]</i>   |            | Date: 5-16-07   |  |



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\* See Supplemental Page for details

File No 0104-2728579

| L. Settlement Charges  |                |  |
|--|----------------|--|
| 700 Total Sales/Broker's Commission based on price                                       |                |  |
| Division of Commission (line 700) as follows   |                |  |
| 701  |                |  |
| 702  |                |  |
| 703 Commission paid at Settlement  |                |  |
| 704  |                |  |
| 800. Items Payable in Connection with Loan   |                |  |
| 801 Loan Origination Fee   |                |  |
| 802 Loan Discount  |                |  |
| 803 Appraisal Fee - World Savings  | 425.00         |  |
| 804 Credit Report - CBC Companies, Equifax   | POC \$3.85     |  |
| 805 Lender's Inspection Fee  |                |  |
| 806 Mortgage Insurance Application Premium   |                |  |
| 807. Assumption Fee  |                |  |
| 808 Document Preparation Fee - World Savings   | 50.00          |  |
| 809 Mortgage Broker Fee 1% - AmeriWest Funding   | 4,835.00       |  |
| 810 Tax Service Fee - First American Real Estate Tax Service                             | 61.00          |  |
| 811 Flood Initial Determination - First American Flood Data Service                      | 3.00           |  |
| 812 Processing Fee - World Savings   | 307.00         |  |
| 813 Flood Zone Ongoing Monitoring Fee - First American Flood Data Services               | 9.00           |  |
| 814 Funding Fee - World Savings  | 50.00          |  |
| Supplemental Summary   | POC \$9,670.00 |  |
| 900. Items Required by Lender to be Paid in Advance                                      |                |  |
| 901 Interest 05/15/07 to 06/01/07 @ \$108.950000/day - World Savings                     | 1,869.15       |  |
| 902  |                |  |
| 903 Hazard Insurance Premium for   |                |  |
| 904  |                |  |
| 905  |                |  |
| Supplemental Summary   |                |  |
| 1000. Reserves Deposited with Lender   |                |  |
| 1001 Hazard Insurance  |                |  |
| 1002 Mortgage Insurance  |                |  |
| 1003 City Property Taxes   |                |  |
| 1004 County Property Taxes   |                |  |
| 1005 Annual assessments  |                |  |
| 1006   |                |  |
| 1007   |                |  |
| 1008 Aggregate Accounting Adjustment   |                |  |
| 1100. Title Charges  |                |  |
| 1101 Settlement or closing fee - First American Title Company                            | 350.00         |  |
| 1102 Abstract or title search  |                |  |
| 1103 Title examination   |                |  |
| 1104 Title Insurance Binder  |                |  |
| 1105 Document Fee  |                |  |
| 1106 Notary Fee - First American Title Company   | 20.00          |  |
| 1107 Attorney Fee  |                |  |
| (includes above item numbers. )  |                |  |
| 1108 Title Insurance - See supplemental page for breakdown of individual fees and payees | 1,233.00       |  |
| (includes above item numbers )   |                |  |
| 1109 Lender's coverage \$483,500.00 Premium \$1,233.00                                   |                |  |
| 1110 Owner's coverage \$0.00   |                |  |
| 1111 Special Messenger Service - First American Title Company                            | 30.00          |  |
| 1112 Wire Transfer Fee - First American Title Company                                    | 15.00          |  |
| 1113 Electronic Document Download (\$50/leaf) - First American Title Company             | 50.00          |  |
| 1114   |                |  |
| 1115   |                |  |
| 1116   |                |  |
| 1117   |                |  |
| 1200. Government Recording and Transfer Charges  |                |  |
| 1201. *Recording fees Deed \$0.00 Mortgage \$63.00 Release \$0.00                        | 63.00          |  |
| 1202 City/county tax/stamps  |                |  |
| 1203 State tax/stamps  |                |  |
| 1204   |                |  |
| 1205   |                |  |
| 1206   |                |  |
| 1300. Additional Settlement Charges  |                |  |
| 1301 Survey to   |                |  |
| 1302 Pest Inspection to  |                |  |
| 1303.  |                |  |
| 1304   |                |  |
| 1305   |                |  |
| 1306   |                |  |
| 1307   |                |  |
| 1308   |                |  |
| 1309   |                |  |
| 1310   |                |  |
| 1311   |                |  |
| 1312   |                |  |
| 1313   |                |  |
| 1314   |                |  |
| Supplemental Summary   |                |  |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 302, Section K)        | 9,370.15       |  |

\* See Supplemental Page for details

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|  |                                |
|--|--------------------------------|
| Supplemental Page<br>HUD-1 Settlement Statement  | File No.<br>0104-2728579       |
| First American Title Company<br>Final Statement  | Loan No.<br>0046004420         |
|  | Settlement Date:<br>05/16/2007 |
| Borrower Name & Address: Jose Jesus Garcia, Carmen Garcia<br>454 Dolores Avenue, San Leandro, CA 94577 |                                |
| Seller Name & Address:   |                                |

| Section L. Settlement Charges continued                              | Paid From<br>Borrower's<br>Funds at<br>Settlement | Paid From<br>Seller's<br>Funds at<br>Settlement |
|--|---|---|
| 800. Supplemental Summary  |   |   |
| 815) Broker Fee Paid By Lender - AmeriWest Funding                   | POC \$9,670.00                                    |   |
| 1108. Supplemental Summary   | 1,233.00  |   |
| a) ALTA Extended Loan Policy 1992 - 1 - First American Title Company |   | 1,233.00  |
| 1201 Supplemental Summary  | 63.00   |   |
| a) Record Trust Deed - 1 - First American Title Company              |   | 63.00   |

| Section J. Summary of Borrower's Transaction continue                  | Borrower Charges                      | Borrower Credits   |
|--|---------------------------------------|--|
| 100 Gross Amount Due From Borrower                                     |                                       |  |
| 104 Supplemental Summary   | 472,309.90                            |  |
| a) Principal Balance - Homecomings Financial                           | 455,514.71                            |  |
| Interest on Payoff Loan 05/01/07 to 05/16/07 @\$104.518600/day         | 1,881.34                              |  |
| Statement/Forwarding Fee   | 90.00                                 |  |
| Prepayment Penalty   | 14,805.85                             |  |
| Recording Fee  | 18.00                                 |  |
| 200. Amounts Paid By Or In Behalf of Borrower                          |                                       |  |
| The following Section is restated from the Settlement Statement Page 1 |                                       |  |
| 300 Cash At Settlement From/To Borrower                                | 600 Cash At Settlement To/From Seller |  |
| 301. Gross amount due from Borrower (line 120)                         | 481,680.05                            | 601. Gross Amount due to Seller (line 420)               |
| 302 Less amounts paid by/for Borrower (line 220)                       | 483,500.00                            | 601. Less reductions in amounts due to Seller (line 520) |
| 303. Cash ( From) (X To) Borrower                                      | 1,819.95                              | 603.   |

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and distributions made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.



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**First American Title Company**


2687 Castro Valley Boulevard • Castro Valley, CA 94546

**Borrower's Final Settlement Statement****Property:** 9114-9126 A Street, Oakland, CA 94603**File No:** 0104-2728579**Officer:** Ana Maria Cerda/DG**New Loan No:** 0046004420**Settlement Date:** 05/16/2007**Disbursement Date:** 05/16/2007**Print Date:** 5/15/2007, 9:54 PM**Buyer:** Jose Jesus Garcia, Carmen Garcia**Address:** 454 Dolores Avenue, San Leandro, CA 94577**Seller:****Address:**

| Charge Description   | Borrower Charge | Borrower Credit |
|--|-----------------|-----------------|
| <b>New Loan(s):</b>  |                 |                 |
| Lender World Savings   |                 |                 |
| New Loan to File - World Savings   |                 | 483,500.00      |
| Interest on New Loan 05/15/07 to 06/01/07 @\$109.950000/day - World Savings            | 1,869.15        |                 |
| Appraisal/Property Evaluation Fee - World Savings                                      | 425.00          |                 |
| Credit Report - CBC Companies, Equifax   | POC \$3.85      |                 |
| Document Preparation Fee - World Savings   | 50.00           |                 |
| Tax Service Fee - First American Real Estate Tax Service                               | 61.00           |                 |
| Flood Initial Determination - First American Flood Data Service                        | 3.00            |                 |
| Processing Fee - World Savings   | 307.00          |                 |
| Flood Zone Ongoing Monitoring Fee - First American Flood Data Services                 | 9.00            |                 |
| Funding Fee - World Savings  | 50.00           |                 |
| Mrg. Broker AmeriWest Funding  |                 |                 |
| Broker Fee Paid By Lender - AmeriWest Funding  | POC \$9,670.00  |                 |
| Mortgage Broker Fee 1% - AmeriWest Funding   | 4,835.00        |                 |
| <b>Payoff Loan(s):</b>   |                 |                 |
| Lender Homecomings Financial   |                 |                 |
| Principal Balance - Homecomings Financial  | 455,514.71      |                 |
| Interest on Payoff Loan 05/01/07 to 05/18/07 @\$104.518800/day - Homecomings Financial | 1,881.34        |                 |
| Statement/Forwarding Fee - Homecomings Financial                                       | 90.00           |                 |
| Prepayment Penalty - Homecomings Financial   | 14,805.85       |                 |
| Recording Fee - Homecomings Financial  | 18.00           |                 |
| <b>Title/Escrow Charges to:</b>  |                 |                 |
| Escrow Fee - First American Title Company  | 350.00          |                 |
| Notary Fee - First American Title Company  | 20.00           |                 |
| Special Messenger Service - First American Title Company                               | 30.00           |                 |
| ALTA Extended Loan Policy 1992 - 1 - First American Title Company                      | 1,233.00        |                 |
| Wire Transfer Fee - First American Title Company                                       | 15.00           |                 |
| Electronic Document Download (\$50/set) - First American Title Company                 | 50.00           |                 |
| Record Trust Deed - 1 - First American Title Company                                   | 63.00           |                 |
| <b>Cash ( From) (X To) Borrower</b>  | 1,819.95        |                 |
| <b>Totals</b>  | 483,500.00      | 483,500.00      |

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OMB Approval No. 2502-0265

|  |                   |   |  |
|--|-------------------|---|--|
| <b>A. Settlement Statement</b><br><br><div style="text-align: center; font-weight: bold;">First American Title Company<br/>Final Statement</div>   |                   | <b>B. Type of Loan</b><br>1-5. Loan Type Conv. Ins<br>6. File Number 0104-2742402<br>7. Loan Number 0046018727<br>8. Mortgage Insurance Case Number |  |
| C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown, items marked "(POC)" were paid outside this closing, they are shown here for informational purposes and are not included in the totals. |                   |   |  |
| D. Name of Borrower: Jose Jesus Garcia, Carmen Garcia<br>454 Dolores Avenue, San Leandro, CA 94577   |                   |   |  |
| E. Name of Seller:   |                   |   |  |
| F. Name of Lender: World Savings<br>4101 Wiseman Blvd., Building 108<br>San Antonio, TX 78251-4200   |                   |   |  |
| G. Property Location: 454 Dolores Avenue, San Leandro, CA 94577  |                   |   |  |
| H. Settlement Agent: First American Title Company<br>Address: 2687 Castro Valley Boulevard, Castro Valley, CA 94546  |                   | L. Settlement Date: 05/15/2007<br>Print Date: 05/14/2007, 10:22 PM<br>Disbursement Date: 05/15/2007   |  |
| <b>J. Summary of Borrower's Transaction</b>  |                   | <b>K. Summary of Seller's Transaction</b>   |  |
| 100. Gross Amount Due From Borrower  |                   | 400. Gross Amount Due To Seller   |  |
| 101. Contract Sales Price  |                   | 401. Contract Sales Price   |  |
| 102. Personal Property   |                   | 402. Personal Property  |  |
| 103. Settlement charges to borrower (line 1400)  | 7,986.90          | 403. Total Deposits   |  |
| 104. Supplemental Summary  | 321,651.72        | 404.  |  |
| 105.   |                   | 405.  |  |
| Adjustments for items paid by seller in advance  |                   | Adjustments for items paid by seller in advance   |  |
| 106. City/town taxes   |                   | 406. City/town taxes  |  |
| 107. County taxes  |                   | 407. County taxes   |  |
| 108. Assessments   |                   | 408. Assessments  |  |
| 109.   |                   | 409.  |  |
| 110.   |                   | 410.  |  |
| 111.   |                   | 411.  |  |
| 112.   |                   | 412.  |  |
| 113.   |                   | 413.  |  |
| 114.   |                   | 414.  |  |
| 115.   |                   | 415.  |  |
| 120. Gross Amount Due From Borrower  | <b>329,638.62</b> | 420. Gross Amount Due To Seller   |  |
| 200. Amounts Paid By Or In Behalf of Borrower  |                   | 500. Reductions in Amount Due to Seller   |  |
| 201. Deposit or earnest money  |                   | 501. Excess deposit (see instructions)  |  |
| 202. Principal amount of new loan(s)   | 335,000.00        | 502. Settlement charges (line 1400)   |  |
| 203. Existing loan(s) taken subject  |                   | 503. Existing loan(s) taken subject   |  |
| 204.   |                   | 504. Payoff of first mortgage loan  |  |
| 205.   |                   | 505. Payoff of second mortgage loan   |  |
| 206.   |                   | 506.  |  |
| 207.   |                   | 507.  |  |
| 208.   |                   | 508.  |  |
| 209.   |                   | 509.  |  |
| Adjustments for items unpaid by seller   |                   | Adjustments for items unpaid by seller  |  |
| 210. City/town taxes   |                   | 510. City/town taxes  |  |
| 211. County taxes  |                   | 511. County taxes   |  |
| 212. Assessments   |                   | 512. Assessments  |  |
| 213.   |                   | 513.  |  |
| 214.   |                   | 514.  |  |
| 215.   |                   | 515.  |  |
| 216.   |                   | 516.  |  |
| 217.   |                   | 517.  |  |
| 218.   |                   | 518.  |  |
| 219.   |                   | 519.  |  |
| 220. Total Paid By/For Borrower  | <b>335,000.00</b> | 520. Total Reduction Amount Due Seller  |  |
| 300. Cash At Settlement From/To Borrower   |                   | 600. Cash At Settlement To/From Seller  |  |
| 301. Gross amount due from Borrower (line 120)   | <b>329,638.62</b> | 601. Gross amount due to Seller (line 420)  |  |
| 302. Less amounts paid by/for Borrower (line 220)  | <b>335,000.00</b> | 602. Less reductions in amounts due to Seller (line 520)  |  |
| 303. Cash ( From) (X To) Borrower  | <b>5,361.38</b>   | 603.  |  |
| The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.  |                   |   |  |
| Settlement Agent:   |                   | Date: 5-15-07   |  |

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\* See Supplemental Page for details

File No 0104-2742402

| L. Settlement Charges  |                |          |
|--|----------------|----------|
| 700. Total Sales/Broker's Commission based on price                                      |                |          |
| Division of Commission (line 700) as follows   |                |          |
| 701  |                |          |
| 702  |                |          |
| 703 Commission paid at Settlement  |                |          |
| 704  |                |          |
| 800. Items Payable in Connection with Loan   |                |          |
| 801 Loan Origination Fee   |                |          |
| 802 Loan Discount  |                |          |
| 803 Appraisal Fee - World Savings  | 100.00         |          |
| 804 Credit Report - CBC Companies, Equifax Information Servi                             | POC \$3.85     |          |
| 805 Lender's Inspection Fee  |                |          |
| 806 Mortgage Insurance Application Premium   |                |          |
| 807 Assumption Fee   |                |          |
| 808 Document Preparation Fee - World Savings   | 50.00          |          |
| 809 Tax Service Fee - First American Real Estate Tax Services                            | 61.00          |          |
| 810 Flood Zone Initial Determination - First American Flood Data Services                | 3.00           |          |
| 811 Processing Fee - World Savings   | 307.00         |          |
| 812 Flood Zone Ongoing Monitoring Fee - First American Flood Data Services               | 9.00           |          |
| 813 Funding Fee - World Savings  | 50.00          |          |
| 814 Employment Verification Fee - World Savings  | POC \$12.00    |          |
| Supplemental Summary   | POC \$6,700.00 | 5,025.00 |
| 900. Items Required by Lender to be Paid in Advance                                      |                |          |
| 901. Interest 05/14/07 to 06/01/07 @ \$72.050000/day - World Savings                     | 1,296.90       |          |
| 902  |                |          |
| 903 Hazard Insurance Premium for   |                |          |
| 904  |                |          |
| 905  |                |          |
| Supplemental Summary   |                |          |
| 1000. Reserves Deposited with Lender   |                |          |
| 1001 Hazard Insurance  |                |          |
| 1002 Mortgage Insurance  |                |          |
| 1003 City Property Taxes   |                |          |
| 1004 County Property Taxes   |                |          |
| 1005 Annual assessments  |                |          |
| 1006   |                |          |
| 1007   |                |          |
| 1008 Aggregate Accounting Adjustment   |                |          |
| 1100 Title Charges   |                |          |
| 1101 Settlement or closing fee   |                |          |
| 1102 Abstract or title search  |                |          |
| 1103 Title examination   |                |          |
| 1104 Title Insurance Binder  |                |          |
| 1105 Document Fee  |                |          |
| 1106 Notary Fee - First American Title Company   | 20.00          |          |
| 1107 Attorney Fee  |                |          |
| (includes above item numbers.)   |                |          |
| 1108 Title Insurance - See supplemental page for breakdown of individual fees and payees | 1,000.00       |          |
| (includes above item numbers.)   |                |          |
| 1109 Lender's coverage \$335,000.00  |                |          |
| 1110 Owner's coverage \$0.00   |                |          |
| 1111   |                |          |
| 1112   |                |          |
| 1113   |                |          |
| 1114   |                |          |
| 1115   |                |          |
| 1116   |                |          |
| 1117   |                |          |
| 1200. Government Recording and Transfer Charges  |                |          |
| 1201 *Recording fees Deed \$0.00 Mortgage \$65.00 Release \$0.00                         | 65.00          |          |
| 1202 City/county tax/stamps  |                |          |
| 1203 State tax/stamps  |                |          |
| 1204   |                |          |
| 1205   |                |          |
| 1206   |                |          |
| 1300. Additional Settlement Charges  |                |          |
| 1301 Survey to   |                |          |
| 1302 Pest Inspection to  |                |          |
| 1303   |                |          |
| 1304   |                |          |
| 1305   |                |          |
| 1306   |                |          |
| 1307   |                |          |
| 1308   |                |          |
| 1309   |                |          |
| 1310   |                |          |
| 1311   |                |          |
| 1312   |                |          |
| 1313   |                |          |
| 1314   |                |          |
| Supplemental Summary   |                |          |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)        | 7,986.90       |          |

\* See Supplemental Page for details

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|  |                                |
|--|--------------------------------|
| Supplemental Page<br>HUD-1 Settlement Statement  | File No.<br>0104-2742402       |
| First American Title Company<br>Final Statement  | Loan No.<br>0046018727         |
|  | Settlement Date:<br>05/15/2007 |
| Borrower Name & Address: Jose Jesus Garcia, Carmen Garcia<br>454 Dolores Avenue, San Leandro, CA 94577 |                                |
| Seller Name & Address:   |                                |

| Section L. Settlement Charges continued   | Paid From<br>Borrower's<br>Funds at<br>Settlement | Paid From<br>Seller's<br>Funds at<br>Settlement |
|---|---|---|
| 800. Supplemental Summary   | 5,025.00  |   |
| 815) Broker Fee Paid By Lender - AmeriWest Funding                                  | POC \$6,700.00                                    |   |
| 816) Mortgage Broker Fee 1.5% - AmeriWest Funding                                   | 5,025.00  |   |
| 1108. Supplemental Summary  | 1,000.00  |   |
| a) One Rate (inc 1108/Title Ins and 1101/Escrow Fee) - First American Title Company | 1,000.00  |   |
| 1201. Supplemental Summary  | 65.00   |   |
| a) Record Trust Deed - 1 - First American Title Company                             | 65.00   |   |

| Section J. Summary of Borrower's Transaction continue                  | Borrower Charges                      | Borrower Credits  |
|--|---------------------------------------|---|
| 100. Gross Amount Due From Borrower                                    |                                       |   |
| 104. Supplemental Summary  | 148,872.28                            |   |
| a) Principal Balance - Bank of America NC4105-01-40                    | 147,810.94                            |   |
| Recording Fee  | 18.00                                 |   |
| Interest   | 938.34                                |   |
| Payoff Statement Update Fee  | 60.00                                 |   |
| Reconveyance Fee   | 45.00                                 |   |
| 104. Supplemental Summary  | 122,623.91                            |   |
| b) Principal Balance - Bank of America NC4105-01-40                    | 122,002.98                            |   |
| Interest   | 555.93                                |   |
| Statement/Forwarding Fee   | 20.00                                 |   |
| Reconveyance Fee   | 45.00                                 |   |
| 104. Supplemental Summary  | 50,155.53                             |   |
| c) Principal Balance - Bank of America                                 | 49,905.69                             |   |
| Interest   | 162.84                                |   |
| Statement/Forwarding Fee   | 30.00                                 |   |
| Reconveyance Fee   | 45.00                                 |   |
| Recording Fee  | 12.00                                 |   |
| 200 Amounts Paid By Or In Behalf of Borrower                           |                                       |   |
| The following Section is restated from the Settlement Statement Page 1 |                                       |   |
| 300. Cash At Settlement From/To Borrower                               | 600 Cash At Settlement To/From Seller |   |
| 301. Gross amount due from Borrower (line 120)                         | 329,638.62                            | 601 Gross Amount due to Seller (line 420)               |
| 302. Less amounts paid by/for Borrower (line 220)                      | 335,000.00                            | 601 Less reductions in amounts due to Seller (line 520) |
| 303. Cash ( From) (X To) Borrower                                      | 5,361.38                              | 603   |

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and distributions made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.


**First American Title Company**

2687 Castro Valley Boulevard • Castro Valley, CA 94546

**Borrower's Final Settlement Statement**
**Property:** 454 Dolores Avenue, San Leandro, CA 94577

**File No:** 0104-2742402

**Officer:** Ana Maria Cerda/DG

**New Loan No:** 0046018727

**Settlement Date:** 05/15/2007

**Disbursement Date:** 05/15/2007

**Print Date:** 5/14/2007, 10:22 PM

**Buyer:** Jose Jesus Garcia, Carmen Garcia

**Address:** 454 Dolores Avenue, San Leandro, CA 94577

**Seller:**
**Address:**

| Charge Description   | Borrower Charge | Borrower Credit |
|--|-----------------|-----------------|
| <b>New Loan(s):</b>  |                 |                 |
| Lender World Savings   |                 |                 |
| New Loan to File - World Savings   |                 | 335,000.00      |
| Interest on New Loan 05/14/07 to 06/01/07 @\$72.050000/day - World Savings       | 1,296.90        |                 |
| Appraisal Fee / Property Evaluation Fee - World Savings                          | 100.00          |                 |
| Credit Report - CBC Companies, Equifax Information Serv                          | POC \$3.85      |                 |
| Document Preparation Fee - World Savings   | 50.00           |                 |
| Tax Service Fee - First American Real Estate Tax Services                        | 61.00           |                 |
| Flood Zone Initial Determination - First American Flood Data Services            | 3.00            |                 |
| Processing Fee - World Savings   | 307.00          |                 |
| Flood Zone Ongoing Monitoring Fee - First American Flood Data Services           | 9.00            |                 |
| Funding Fee - World Savings  | 50.00           |                 |
| Employment Verification Fee - World Savings                                      | POC \$12.00     |                 |
| Mrtg Broker AmenWest Funding   |                 |                 |
| Broker Fee Paid By Lender - AmenWest Funding                                     | POC \$6,700.00  |                 |
| Mortgage Broker Fee 1.5% - AmenWest Funding                                      | 5,025.00        |                 |
| <b>Payoff Loan(s):</b>   |                 |                 |
| Lender Bank of America NC4105-01-40  |                 |                 |
| Principal Balance - Bank of America NC4105-01-40                                 | 147,810.94      |                 |
| Recording Fee - Bank of America NC4105-01-40                                     | 18.00           |                 |
| Interest - Bank of America NC4105-01-40  | 938.34          |                 |
| Payoff Statement Update Fee - Bank of America NC4105-01-40                       | 60.00           |                 |
| Reconveyance Fee - Bank of America NC4105-01-40                                  | 45.00           |                 |
| Lender Bank of America NC4105-01-40  |                 |                 |
| Principal Balance - Bank of America NC4105-01-40                                 | 122,002.98      |                 |
| Interest - Bank of America NC4105-01-40  | 555.93          |                 |
| Statement/Forwarding Fee - Bank of America NC4105-01-40                          | 20.00           |                 |
| Reconveyance Fee - Bank of America NC4105-01-40                                  | 45.00           |                 |
| Lender Bank of America   |                 |                 |
| Principal Balance - Bank of America  | 49,905.69       |                 |
| Interest - Bank of America   | 162.84          |                 |
| Statement/Forwarding Fee - Bank of America                                       | 30.00           |                 |
| Reconveyance Fee - Bank of America   | 45.00           |                 |
| Recording Fee - Bank of America  | 12.00           |                 |
| <b>Title/Escrow Charges to:</b>  |                 |                 |
| Notary Fee - First American Title Company  | 20.00           |                 |
| One Rate (inc 1108/Title Ins and 1101/Escrow Fee) - First American Title Company | 1,000.00        |                 |
| Record Trust Deed - 1 - First American Title Company                             | 65.00           |                 |
| <b>Cash ( From) (X To) Borrower</b>  | 5,361.38        |                 |
| <b>Totals</b>  | 335,000.00      | 335,000.00      |

(Page 5 of 6)



# First American Title Company

2687 Castro Valley Boulevard • Castro Valley, CA 94546  
 Tel: 925.938.1000 Fax: 925.938.1001

## Borrower's Settlement Statement

Property: 454 Dolores Avenue, San Leandro, CA 94577

File No: 0104-2742402

Officer: Ana Maria Cerda/amc

New Loan No: 0046018727

Settlement Date:

Disbursement Date: 05/15/2007

Print Date: 5/9/2007, 2:42 PM

Buyer: Jose Jesus Garcia, Carmen Garcia

Address: 454 Dolores Avenue, San Leandro, CA 94577

Seller:

Address:

| Charge Description  | Borrower Charge | Borrower Credit |
|---|-----------------|-----------------|
| <b>New Loan(s):</b>   |                 |                 |
| Lender World Savings  |                 |                 |
| New Loan to File - World Savings  |                 | 335,000.00      |
| Interest on New Loan 05/07/07 to 06/01/07 @ \$72.050000/day - World Savings                   | 1,801.25        |                 |
| Appraisal Fee / Property Evaluation Fee - World Savings                                       | 100.00          |                 |
| Credit Report - CBC Companies, Equifax Information Servi                                      | POC \$3.85      |                 |
| Document Preparation Fee - World Savings  | 50.00           |                 |
| Tax Service Fee - First American Real Estate Tax Services                                     | 61.00           |                 |
| Flood Zone Initial Determination - First American Flood Data Services                         | 3.00            |                 |
| Processing Fee - World Savings  | 307.00          |                 |
| Flood Zone Ongoing Monitoring Fee - First American Flood Data Services                        | 9.00            |                 |
| Funding Fee - World Savings   | 50.00           |                 |
| Employment Verification Fee - World Savings   | POC \$12.00     |                 |
| Mrtg Broker AmenWest Funding  |                 |                 |
| Broker Fee Paid By Lender - AmenWest Funding  | POC \$6,700.00  |                 |
| Mortgage Broker Fee 1.5% - AmenWest Funding   | 5,025.00        |                 |
| <b>Payoff Loan(s):</b>  |                 |                 |
| Lender Bank of America NC4105-01-40   |                 |                 |
| Principal Balance - Bank of America NC4105-01-40  | 147,996.91      |                 |
| Interest on Payoff Loan 04/27/07 to 05/18/07 @ \$32.400000/day - Bank of America NC4105-01-40 | 712.80          |                 |
| Recording Fee - Bank of America NC4105-01-40  | 18.00           |                 |
| Int per Demand to 04/26/07 @ \$32.40/day - Bank of America NC4105-01-40                       | 1,133.90        |                 |
| Payoff Statement Update Fee - Bank of America NC4105-01-40                                    | 60.00           |                 |
| Lender Bank of America NC4105-01-40   |                 |                 |
| Principal Balance - Bank of America NC4105-01-40  | 122,874.89      |                 |
| Interest on Payoff Loan 04/27/07 to 05/18/07 @ \$23.330000/day - Bank of America NC4105-01-40 | 513.26          |                 |
| Int per Demand to 04/26/07 @ \$23.33/day - Bank of America NC4105-01-40                       | 1,353.11        |                 |
| Lender Bank of America  |                 |                 |
| Statement/Forwarding Fee - Bank of America  | 40.00           |                 |
| Reconveyance Fee - Bank of America  | 45.00           |                 |
| Lender Bank of America  |                 |                 |
| Principal Balance - Bank of America   | 49,952.90       |                 |
| Interest on Payoff Loan 03/28/07 to 05/18/07 @ \$10.870000/day - Bank of America              | 565.24          |                 |
| Interest - Bank of America  | 32.59           |                 |
| <b>Title/Escrow Charges to:</b>   |                 |                 |
| Notary Fee - First American Title Company   | 60.00           |                 |
| One Rate (inc 1108/Title Ins and 1101/Escrow Fee) - First American Title Company              | 1,000.00        |                 |
| Record Trust Deed - 1 - First American Title Company  | 65.00           |                 |
| <b>Disbursements Paid:</b>  |                 |                 |
| Fire Insurance Premium to FIRE INSURANCE IF DUE   | 750.00          |                 |
| Cash ( From) (X To) Borrower  | 420.15          |                 |
| <b>Totals</b>   | 335,000.00      | 335,000.00      |

Initials: ggg chh

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Continued From Page 1

*Borrower's Settlement Statement*

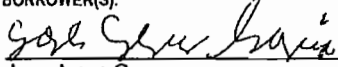
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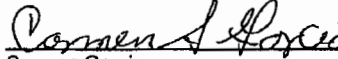
Print Date: 5/9/2007

File No: 0104-2742402

Officer: Ana Maria Cerda/amc

BORROWER(S):

  
\_\_\_\_\_  
Jose Jesus Garcia

  
\_\_\_\_\_  
Carmen Garcia